07/30/2007 14:55 9042858890 BARBARA SLOTT PEGG #0
Case 1:07-cy-04611-LLS Document 17-3 Filed 08/01/2007 Page 1

EXHIBIT A

07/30/2007 14:55 9042858890

BARBARA SLOTT PEGO

7-3 Filed 08/01/2007

Page 3 of 9

EXHIBIT B

BARBARA SLOTT PEGG

Page 4 of 9

Document 17-3 Filed 08/01/2007

Roka Apparel Products LLC 9487 Regardy Square Blvd. N Suite 145 Jacksonville, FL 32225-8126 904-725-0024

BRANCH BANKING AND TRUST COMPANY TALLAHASSEE, FL 32312 63-9138/2631

2950

3/4/2005

#0487 P.021 /045

PAY TO THE

H. Warshow & Sons. Inc.

**77,172.86

Severny-Soven Thousand One Hundred Seventy-Two and 86/100***********************

DOLLARS &

H. Warshow & Sons. Inc. 1375 Broadway- 23rd Floor New York, NY 10018

MEMO,

#002950# #263191387#0145171563#

2000771728G

4400529433

1037206863 03092005 0530-0019-9 ENT=1603 TRC=1604 PK=05

07/30/2007 14:55 9042858890 Case 1:07-07-07-04611-115 BARBARA SLOTT PEGG

Filed 08/01/2007

Page 5 of 9

EXHIBIT C

https://apps.adr.org/webfile/action/demandForm?print=true&confNo=...

ONLINE FILING DEMAND FOR ARBITRATION/MEDIATION FORM

This concludes your filing.

Thank you for submitting your claim to the AAA.

Your claim confirmation number is: 002-LPV-C5D

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your dispute has been filed in accordance with Commercial Dispute Resolution Procedures This Claim has Been Filed For: Arbitration

Filing Fee: \$2,750.00

Additional Claim Information

Ciaim Amount: \$232,583,92

Claim Description: Pursuant to an agreement between claimant and respondent, claimant agreed to sell goods to respondent in exchange for a payment of \$232,583.92. The goods were . delivered in accordance with repondent's directions, but respondent breached the agreement by failing and refusing to pay for the goods despite demand that it do so. and claimant has been damaged in the sum of \$232,583.92 plus interest thereon as a result of respondant's breach of the agreement. Claimant also provided goods to respondent having a reasonable value of \$232,583.92. Respondent received the benefit of the goods provided by claimant, but has failed and refused to pay for the reasonable value of the goods despite demand that it do so. By reason of the foregoing, claimant has been damaged by respondent and there is now due and owing from defendant to plaintiff the sum of \$232,583.92. Finally, respondent being indebted to claimant in the sum of \$232,583.92 on an account(s) stated between them, did promise to pay claimant said amount on demand. Payment has been demanded but has not been made, and no objection has been made to the account(s) stated. By reason of the foregoing, there is now due and owing from repondent to claimant the sum of \$232,583.92, plus interest thereon

Arbitration Clause: see uploaded document (PARAGRAPH 2)

Hearing Locale Requested: New York , NY

Contract Date: 11/19/2004

Number of Neutrals: 1

Claimant

H. WARSHOW & SONS, INC.

Type of Business: Manufacturer

Name:

Company Name: H. WARSHOW & SONS, INC.

Address: 1375 Broadway

New York, NY 10018

Tel#: 212 921-9200

Fax#: 212 944-5704

Email: jlindsey@hwarshow.com

Include in Caption: Company

Representatives

Name: Peter B Foster

Company Name: FOSTER & WOLKIND, P.C.

Address: 80 Fifth Avenue, Suite 1401

New York, NY 10011

Tel#: 212 691-2313

Fax#: 212 691-2459

Email: pfoster@foster-wolkind.com

Respondent

ROKA APPAREL PRODUCTS LLC

Type of Business: Manufacturer

Name:

Company Name: ROKA APPAREL PRODUCTS

LLC

Representatives

AAA WebFile

BARBARA SLOTT PEGG

#0487 P.024 /045

Case 1:07-cv-04611-LLS

Document 17.73. //apps.lad.org/web/ite/action/demandform?print=true&conf.No=...

Address: 118 Fairbanks Avenue Thomasville, GA 31792

Tel#: 229 558-9336

Fax#:

Email:

Include in Caption: Company

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party. Your demand/submission for arbitration/mediation has been received on 03/30/2007 15:03.

07/30/2007 14:56 9042858890

BARBARA SLOTT PEGG

Filed 08/01/2007

Page 8 of 9

EXHIBIT D

ARBITRATION. Any controversy or claim ansing out of or relating to this contract, any interpretation thereof, or breach hereof, should be settled by arbitration in the city of New York before the American Arbitration Association under the rules of the General Arbitration Council of the Textile Industry then obtaining. The parties arbitration agreement and only of any judgment on any award, and further consent that any purpose of neither incorporation with the arbitration proceeding, only be served within or without the State of New York by registered mail or by personal service, provided a reasonable time for appearance is allowed.

There are no warrantins express or implind of merchantability of the morchandise-delivered hereunder or its fliness for a particular purpose or otherwise, except that the Seller warrants that the in-rehandise delivered hereunder shall conform with the description thereof on the face of this contract. The Seller does not guarantee the exect matching of color, shade, resistance to light or water, or suitability for further processing. The Seller shall not be liable for defects, imperfections or variations from specifications in the inerchandise that are within customary trade tolerance published from time to time by the Northern Textile Associated and

Unless otherwise specified herein, all deliveries are P.O.B. mill. The placing of the goods in the possession of a carner shall constitute delivery. "Upon delivery of the merchandise as provided hatein, the title to and risk of loss of such merchandise shall pass to the Buyer and the Buyers risk of loss shall not be altered by the conduct of either party house or as a result of the breach of this contract or otherwise." If merchandise identified to this contract is held or so easied in accordance, with the Buyer's instructions, or if no shipping instructions have been supplied by the Buyer with respect thereto, the placing of an invoice in the mail with respect such merchandise to the Buyer, and title and risk of loss thereto shall thereupon pass to the Buyer." Delivery of any installment of the merchandise or being the contract of the merchandise or an installment of the merchandise or installment packed as the notition refers any such delivery and the Buyer as the local base the notition refers any such delivery and the Buyer as the local base the notition refers any such delivery and the Buyer as

If the Buyer does not select colorings, designs or patterns, furnish assortments or complete specifications within the time specified, the Seller may involved the Appen for the Greige goods and the Bin'er agrees to make payment of same. If the Seller permits the Buyer to complete assorments or specifications subsequent to the

In no event shall the Seller be liable for incidental, indirect or consequential damages arising from any breach, but in the event of any breach, including but not same or similar goods at the line of such breach. Buyer's failure to give notice of any breach to the Seller when the contract price and the market pine of the snall constitute waver by the Buyer of all craims in respect of goods delivered hereunder. Any claim asserted by the Buyer that the merchandise is not in examinor, sample and test such merchandise. In any event, whether or not hereing for incidental the Buyer promptly affords the Seller the opportunity to inspect, processed unchanged - from their original condition by the Buyer, or on his behalf, the Buyer shall be deemed to have irrevocably accorded the goods and to have waived any claim with respect the epochs and to have

waived any claim with respect theirs.

a) This order is subject to limit of credit determinable at any time by the Seller. The Seller may, in its sole discretion at any time, limit or cancel the credit of the Stiger.

as to time and amount and may demand in cash before manufacture of delivery of any part of the goods. The failure of the Buyer promptly in mare any, such payment after demand in writing shall constitute a default hereunder. Any payment received from the Buyer may, in the sole discretion of the Seller by the Suyer under this of any other contract, and such application shall not discharge the Buyer shall remain liable for all amounts owing to the Seller by the Buyer and the Buyer shall remain liable for all amounts due hereunder if such payment is applied to satisfy are obligation under another contract. The Seller's acceptance of any such payment shall not constitute a waiver of the Seller's right to pursue collection of any remaining balance.

obligation under another contract. The Setler's acceptance of any such payment shall not constitute a waiver of the Setler's right to pursue collection of any obligation under shall not constitute a waiver of the Setler's right to pursue collection of any obligation under shall be a set of the following: defer upon such demand, such bits shall become due and payable immediately. It the Soller defers shipment because of the Buyers default, the Buyer agrees to accept and pay for the defarred shipments even though detiveries are rendered after the time of delivery specified herein has expired. It deliveries are to be made an installments, a default by the Buyer with respect to any one or more installments may, at the option of the Setler, be deemed a default of the entire contract, cancellation by the Setler pursuant to the provisions of this paragraph 8, and the loregoing provisions of this paragraph 8 shall not in any manner limit any nother termedies available to the Setler by law. The right to linish or leave in greige all morchandise ordered by the Buyer at the Buyer's breach of this Agreement, shall survive any merchandise contracted for (whatever hinished or in grage) at the contract price which shall be payable in full prior to delivery of such merchandise according to the terms and conditions hereof, the right to recover the contract price by the shall be payable in full prior to delivery of such merchandise (whether finished or in grage) at the contract price which shall be payable in full or any part of the merchandise (whether finished or in forms as Setler determines, the Buyer being flable to all costs. expenses and damages (including the contract price of the merchandise) incurred by the Setler to the Buyer's breach of shall be cumulative and in addition to any other rights and remedies of the Setler to the Buyer's breach hereof shall be cumulative and in addition to any other rights and remedies.

The price of the underweed potion of this order is subject to change as a result of restrictions of regulations imposed underway agreements codes, or icenses made or issued pursuant to federal or state legislation.

Unless otherwise expressly provided threm, deliveries may be made in installments, and each installment shall constitute a separate sale and any installment of goods or part thereof so delivered shall be paid for in accordance with the terms of this contract regardless of claims by the Buyer relating to any delivered or undelivered goods, whether under this or any other contract. Each style ordered herein shall be deemed the subject of a separate contract and matters affecting any respect to the remainder of the goods shall be enforceable and unaffected thereby.

The Buyer, shell pay any lexes imposed by law upon or on account of the goods, delivered hereunder.

AThe Buyer shall pay any laxes imposed by law upon or on account of the goods delivered hereunder.

The Buyer shall pay any laxes imposed by law upon or on account of the goods delivered hereunder any invoice covering goods delivered pulsuant hereto, with respect to any payments not runne when due, and, in additionable Buyer shall pay reasonable attorneys' less if any claim pursuant hereto is referred to an attorney for collection. Payment shall be ready a funds pankable in New York of at appace of collection by the Soiler.

The right of the Buyer to receive the mode to which this order perfains; is not essignable hot transferrable by the Buyer, in whole or in part, without the prior written consent of the Seller. No rights not intenses to any patterns, dissigns, trademarks or copyrights of, in challized to merchandise delivered or agreed to be delivered directly or indirectly, any such patterns, designs, trademarks or copyrights. The Seller shall be entitled to all forms of injunctive rolled granted by any association. The Seller may fruit assign his rights necessary without the noted to first pursue such injunctive fellef, before the American Arbitration.

None of the terms and continued in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the Seller and delivered by the Seller is the Buyer, and each oblivery of goods by the Seller to the Buyer shall be deemed to be only upon the terms and conditions delivering or receiving payment for any conduct of the payment for any conduct of the parties. Any waiver by Buyer or Seller of a default by the other shall be confined to the specific : 42